

Issued by:
ABHA Architects
1621 North Lincoln Street
Wilmington, Delaware 19806

NOTICE: Attach this Addendum to the Project Manual for this project. It modifies and becomes a part of the Contract Documents. Work or materials not specifically mentioned herein are to be as described in the main body of the Specifications and as shown on the Drawings. Acknowledge receipt of the Addendum in the space provided on the Bid Form.

This Addendum consists of the following 4 pages:

This Addendum includes the following:

BIDDERS QUESTIONS AND ANSWERS

Clarifications/Questions	Response
Q1. Page 10. II. Special Provisions, Paragraph 4. Execution of Contract: Will Customer agree to a mutual waiver of consequential damages?	A1. No, customer will not agree to a mutual waiver of consequential damages.
Q2. Page 10. II. Special Provisions, Paragraph 6. Warranty : Is Customer agreeable to the addition of the following warranty language? "Life Fitness' warranties on the equipment and materials are located at www.lifefitness.com. LIFE FITNESS DISCLAIMS ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."	A2. No customer is not agreeable to any additional warranty language.
Q3. Page 15. II. Special Provisions, Paragraph 9. Price Adjustment: Will Customer agree to an annual adjustment of the Price? The price adjustment would be based on: (a) changes to the cost of raw materials and/or labor costs related to personnel responsible for manufacturing and/assembling the products, (b) macroeconomic conditions, such as taxes, tariffs or duties, etc., (c) applicable market trends, or (d) other events not within Life Fitness's control that impact the cost of manufacturing or selling the products. Life Fitness reserves the right to add periodic surcharges to orders, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Life Fitness.	A3. No, customer will not agree to an annual adjust of the Price.

<p>Q4. Page 15. II. Special Provisions, Paragraph 10. Shipping Terms: Will Customer agree to FOB Shipping Point?</p>	<p>A4. No, customer will not agree to FOB Shipping Point.</p>
<p>Q5. Page 16 . II. Special Provisions, Paragraph 16. Mandatory Insurance Requirements. In lieu of the insurance requirements in the Bid Documents, will Customer accept Life Fitness' standard certificate of insurance and can Life Fitness satisfy any insurance coverage limits with a combination of primary and umbrella/excess coverages? Will Customer agree to a waiver of subrogation to the extent of Life Fitness' negligence.</p>	<p>A5. The insurance requirements in the Bid Documents shall not be modified. Customer will not agree to a waiver of subrogation to the extent of Life Fitness' negligence.</p>
<p>Q6. Page 18 II. Special Provisions, Paragraph 19. Indemnification: Will the Customer agree to the addition of the following indemnification language " Notwithstanding anything in the Bid Documents to the contrary, the entire paragraph(s) regarding (i) indemnification and hold harmless applies only to bodily injury to persons or damage to tangible property to the extent caused by the negligence of Life Fitness (or its subordinates) and not to the extent caused by others; and (ii) Life Fitness' defense obligation, if any, applies only to bodily injury to persons or damage to tangible property caused solely by a defect in design or manufacturing of the equipment or the sole negligence of Life Fitness.</p>	<p>A6. No additional language will be included in the Bid Documents.</p>
<p>Q7. Page 19 II. Special Provisions, Paragraph 22. Force Majeure: Will Customer agree to the addition of the following force majeure language? "Delay in or failure to carry out the duties imposed upon either party (except Buyer's duty to make invoiced payments to Life Fitness) under the Bid Documents shall not constitute a default or give rise to any claim for damages if such delay or failure results from acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; fire,</p>	<p>A7. No additional language will be included in the Bid Documents.</p>

transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control (collectively, "events of force majeure"). If Life Fitness' performance is delayed, impeded or rendered costlier by an event of force majeure, Life Fitness shall provide Buyer with at least five (5) days' prior written notice of any price increase and the estimated delivery date shall be extended on a day by day basis."	
Q8. Page 20. Special Provisions, Paragraph 30. Payment: Will Customer agree to Life Fitness' payment terms of Net thirty (30) days from the date of invoice, which is issued upon shipment?	A8. Customer will not agree to Life Fitness' payment terms.
Q9. Page 23. II Special Provisions, Paragraph 44. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS, Subparagraph b. Termination for Convenience: Will Customer agree that Shipped orders which are refused by Buyer or orders canceled after shipment or production begins for Built-to-Order products and/or parts will be subject to a restocking fee of twenty percent (20%) of the purchase price.	A9. Customer will not agree that Shipped orders which are refused by Buyer or orders canceled after shipment or production begins for Built-to-Order products and/or parts will be subject to a restocking fee of twenty percent (20%) of the purchase price.
Q10. Page 27. II Special Provisions, Paragraph 51. Assignment: Will Customer allow assignment of the contract to a successor in interest in connection with a merger, consolidation, sale of all of the equity interests of Life Fitness, or a sale of all or substantially all of the assets of Life Fitness.	A10. No, customer will not allow assignment of the contract to a successor in interest in connection with a merger, consolidation, sale of all of the equity interests of Life Fitness, or a sale of all or substantially all of the assets of Life Fitness.
Q11. Since Life Fitness requires that certain pieces of strength training equipment be secured to the floor, will Customer secure such equipment to the floor in compliance with Life Fitness' requirements or in lieu thereof, sign Life Fitness' Securing Strength Equipment Product	A11. Customer will secure equipment per manufacturers installation instructions.

Acknowledgement form?	
Q12. The bid states we can email the bid back . Do you still need a hardcopy mailed back within 7 days after the closing date?	A12. Yes, a hardcopy should be mailed within the 7 days after the closing date per Section A, article 14 "Delivery of Proposals".
Q13. How many delivery locations will there be for this bid?	A13. All equipment is to be delivered to one location.
Q14. May substitutions be submitted?	A14. Yes, the models listed are basis of design. A vendor may provide substitutions of products that will be considered provided the vendor certifies that the function, characteristics, performance, and endurance qualities of the material offered is equal or superior to that specified.

END OF ADDENDUM NO. 1